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# **REQUEST FOR PROPOSALS**

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**REVIEW**

**Best Value Procurement Option Two  
For  
Construction  
Of  
New Cabins  
At**

**David Crockett State Park  
SBC NUMBER: 126/033-01-2006**

## **STATE OF TENNESSEE**

**Department of Finance and Administration  
on behalf of  
Department of Environment and Conservation**



**July 2, 2008**



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## **1 INTRODUCTION**

### **1.1 Statement of Purpose**

Tennessee statutes (T.C.A. 4-15-101, et. seq.) empower the State Building Commission to award, subject to the approval of the State Building Commission, construction contracts for the improvement to real property for State of Tennessee projects. The Commission shall follow the "competitive sealed Cost Proposal best value procedure" as herein described, in order to achieve maximum competition among qualified Proposers and to obtain the highest level of quality at the least price for State projects "utilizing procedures that promote competition to the greatest extent possible".

This contract shall be awarded under a Competitive Best Value source selection method. Under this method the contract will not necessarily be awarded to the lowest proposed cost, but will be awarded, subject to the approval of the State Building Commission, to the qualified, responsible Proposer whose proposal conforms to the solicitation and is determined to represent the best overall value to the State of Tennessee in accordance with the evaluation factors and source selection procedures specified in this REQUEST FOR PROPOSALS (RFP).

Through this RFP, the Owner seeks to procure the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises opportunity to do business with the Owner.

### **1.2 Project Description**

The scope of the project consists of the construction of new cabins at David Crockett State Park in Lawrence County, Tennessee. The project will consist of construction of eight (8) new cabins that will be approximately 1,215 square feet each. These are planned to be located on a 4.5 acre site on the State Park property.

### **1.3 Current Project Status**

A designer for the project was selected by State Building Commission action on July 20, 2006. The Construction Documents for the cabins were developed by Hastings Architecture Associates, Inc. of Nashville, Tennessee. Copies of bid documents (plans, specifications, and bid forms) are available directly from the Designer.

A Plans deposit of \$150 is required to secure the documents from the Designer.

### **1.4 Expectations and Objectives**

1.4.1 The Proposer should demonstrate experience in the construction of multiple buildings/sites within a single construction project or contract, capabilities to address an aggressive construction schedule, and familiarity with State requirements and processes with construction.

1.4.2 The Proposer shall have a working understanding of sustainable environmental practices of the USGBC (U. S. Green Buildings Council) known as "LEED for Homes," as well as all applicable codes required by the State of Tennessee as listed in the Owner's Designers' Manual.

(The Designers' Manual is accessible online, located at <http://www.state.tn.us/finance/rpa/designermanual.html> .)

### **1.5 Schedule**

Construction services will start when the Contract is fully executed. The construction period is anticipated to be sixteen months from Construction Notice to Proceed (NTP).

## **1.6 Project Construction Budget**

Bid Target .....\$ 1,785,000

The Bid Target is a working number developed for State budget purposes that represents a scope of cost estimated for this project, and approved by the Tennessee State Building Commission.

## **1.7 RFP Communications**

- 1.7.1 The Owner has assigned the following RFP identification number for referencing in all communications regarding the RFP: **SBC No. 126/033-01-2006**
- 1.7.2 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator may result in disqualification from this procurement process.
- 1.7.3 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP.

Howard Symons, RFP Coordinator  
Department of Finance and Administration  
William R. Snodgrass Tennessee Tower, Suite 2200  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243  
Telephone: 615-741-6146  
FAX: 615-741-6191  
[howard.symons@state.tn.us](mailto:howard.symons@state.tn.us)

## **1.8 Licensure**

Proposers shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a Proposer whose proposal is in conflict with State of Tennessee licensing law.

- 1.8.1 Proposers shall have an "Unlimited" minimum License Limit amount, and a minimum License Classification of "Building Construction - Commercial" (BC-B). Contractor must maintain licensure during the period of this Contract, and shall notify the Owner of any changes in licensure.
- 1.8.2 Proposer shall complete Proposal Package Cover Attachment which is to be affixed to the outside of the Proposal package, in accordance with the Tennessee Board for Licensing Contractors.

## **1.9 Insurance**

The Owner will require the apparent successful Proposer to provide proof of insurance coverage as required by the Owner's Designers' Manual (Conditions of the Contract) before entering into a contract. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Owner shall be in form and substance acceptable to the Owner.

## **1.10 Bonding**

The Owner shall require bonding in accordance with the Owner's Designers' Manual and the Conditions of the Contract. In addition, the surety for any and all bonds must have a rating of "A" or better with the U. S. Treasury Department. A bid bond must be included in the sealed envelope with the Cost Proposal.

## **1.11 Notice of Intent to Propose**

Each potential Proposer shall submit a Notice of Intent to Propose to the RFP Coordinator by the deadline shown in the RFP Schedule of Events. The notice should include:

- Proposer's name
- Name and title of a contact person
- Address, telephone number, and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP. (refer to RFP Communications above).

**1.12 Proposal Deadline**

The proposal submission deadline time and date is listed in the RFP Schedule of Events. Proposals shall respond to the written RFP instructions and any RFP exhibits, attachments, and amendments. Late proposals will not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

**1.13 Pre-Proposal Conference**

- 1.13.1. A Pre-Proposal conference for all potential Proposers, scheduled as shown in the RFP Schedule of Events, will be held at David Crockett State Park. The park is located off of Hwy. 64, one-half mile west of Lawrenceburg.

David Crockett State Park  
1400 West Gaines  
Lawrenceburg , TN 38464  
Office: 931-762-9408

The Pre-Proposal Conference will be held in the restaurant at the park, located well into the park at the northern end overlooking Lindsey Lake.

- 1.13.2 The purpose of the conference is to discuss the types of work expected with the prospective Proposers and to allow them to ask questions concerning the RFP.

- 1.13.3 Verbal responses given at the Pre-Proposal Conference are considered tentative and non-binding on the Owner. In order to ensure accurate and consistent information, the Owner will, in accordance with the RFP Schedule of Events, mail official published responses to all written questions to each potential Proposer who submits a *Letter of Intent to Propose*. Only these written responses from the Owner will be official.

## 2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

<b>RFP SCHEDULE OF EVENTS</b>		
NOTICE: The Owner reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Owner will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Owner has received a Notice of Intent to Propose.		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b> (all dates are State business days)
1. Owner Issues RFP		Wednesday 2-Jul-2008
2. Disability Accommodation Request Deadline		Monday 7-Jul-2008
3. Pre-proposal Conference	<b>10:00 a.m.</b>	Tuesday 15-Jul-2008
4. Notice of Intent to Propose Deadline		Monday 21-Jul-2008
5. Written Comments Deadline		Monday 28-Jul-2008
6. Owner Responds to Written Comments		Monday 4-Aug-2008
7. Proposal Deadline	<b>2:00 p.m.</b>	Monday 18-Aug-2008
8. Tentative Dates for Proposer Interviews (if necessary)		Monday, Tuesday 1 Sept 2008, 2 Sept 2008
9. State Building Commission Review and Approval of Proposer for Contract		Thursday 11-Sep-2008
10. Owner Issues Evaluation Notice and Opens RFP Files for Public Inspection		Friday 12-Sep-2008
11. End of seven-day review Period		Friday 19-Sep-2008
12. Contract Signing and Contract Bond Deadline		Friday 26-Sep-2008
13. Anticipated Contract Start Date		Monday 17-Nov-2008

### 3 PROPOSAL REQUIREMENTS

Each Proposer shall submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

#### 3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP shall consist of a Credentials Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer shall submit nine Credentials Proposals: one (1) Credentials Proposal identified as the original along with eight (8) copies for distribution. Submit Credential Proposals to the Owner in a sealed package that is clearly marked:

**“Credentials Proposal in Response to RFP- 126/033-01-2006 -- Do Not Open”**

3.1.3 Each Proposer shall submit one (1) Cost Proposal in the form of a sealed bid to the Owner in a separate package that is clearly marked:

**“Cost Proposal in Response to RFP- 126/033-01-2006 -- Do Not Open”**

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for shipment, the Proposer shall clearly mark the outermost package:

**“Contains Separately Sealed Credentials and Cost Proposals for RFP- 126/033-01-2006”**

3.1.5 Proposals shall include the completed Proposal Package Cover Attachment which is to be affixed to the outside of the Proposal package.

3.1.6 The Owner must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events.

William R. Snodgrass Tennessee Tower, Suite 2200  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243

3.1.7 A Proposer shall not deliver a proposal orally or by any means of electronic transmission.

#### 3.2 Credentials Proposal

3.2.1 The Proposal and Evaluation Guide details specific requirements for developing and submitting a Proposal in response to this RFP. This guide includes business and general requirements as well as project specific queries requiring a written response.

NOTICE: No pricing information (except what is specifically requested) shall be included in the Credentials Proposal submission. Inclusion of Cost Proposal amounts in the Credentials Proposal will make the Proposal non-responsive and the Owner will reject it.

3.2.2 Each Proposer shall use the Proposal and Evaluation Guide to organize, reference, and draft the Proposal. Proposers may utilize the Proposal and Evaluation Guide as a table of contents covering the Proposal (adding proposal page numbers as appropriate).

3.2.3 Proposers shall use the provided form *“Related Project History Form”* to submit example projects for qualifications and experience information.

3.2.4 Each proposal shall be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible).

3.2.5 All proposal pages must be numbered.

3.2.6 The complete Proposal package should not exceed fifty (50) pages, excluding covers, tabbed dividers, résumés, appendices for exhibits and examples, and *“Proposal and Evaluation Guide”* pages.

- 3.2.7 All information included in a Proposal shall be relevant to a specific requirement detailed in the Proposal and Evaluation Guide. All information shall be incorporated into a narrative response to a specific requirement and clearly referenced.
- 3.2.8 Charts, lists, photos, and illustrations should be utilized only when appropriate or specifically requested. Any information not conforming to these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

### 3.3 Cost Proposal - Bid

- 3.3.1 The Cost Proposal shall be submitted to the Owner in a sealed envelope. Sealed Bids shall be separate from the Credentials proposal. If a Proposer fails to submit a bid as required, the Owner may determine the submitted Proposal as non-responsive and reject it.
- 3.3.2 Real Property Administration Bid Envelopes are available for use by Proposers, though these are not required. Proposers may utilize their own sealed envelope for bid submittal. However, all information required in accordance with the instructions on the RPA Bid Envelope shall be displayed on the outside of the submitted sealed bid.
- 3.3.3 RPA Bid Envelopes will be made available to Proposers from the Designer of record.
- 3.3.4 An exhibit of the RPA Bid Envelope is included in this RFP.

## 4 PROPOSAL EVALUATION & CONTRACT AWARD

### 4.1 Evaluation Categories and Maximum Points

The Owner will consider qualifications and experience, project approach, and cost in the evaluation of proposals. The maximum points that may be awarded for each of these categories are detailed below.

- 4.1.1 Each category is weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded to a proposal:

<b>Credentials Proposal</b>	<b>50 (maximum points possible)</b>
- General Business Qualifications	<i>(pass/fail)</i>
- Qualifications & Experience	<i>(30 points possible)</i>
- Project Approach	<i>(20 points possible)</i>
<b>Cost Proposal</b>	<b>50 (maximum points possible)</b>

- 4.1.2 The apparent successful Proposer selection will be a two-part process: a **Credentials Proposal** (containing Qualifications, Experience, and Project Approach) and **Cost Proposal**.

Part One: The Credentials Proposal must attain a combined minimum score of thirty-five (**35**) or above in order for the Cost Proposal to be considered in the evaluation. The Credentials Proposal receiving the highest score will be allocated the maximum score of fifty (**50**) points. The Proposal Score will be used in the following formula to determine the points a Proposer will receive for the Credentials Proposal.

$$\frac{\text{Score for Credentials Proposal Being Evaluated}}{\text{Highest Scoring Credentials Proposal}} \times \text{Maximum Points} = \text{Proposal Points}$$

Part Two: Cost Proposals will be considered for those Credentials Proposals with minimum combined scores or above in Part One. The Cost Proposal containing the lowest cost will receive the maximum of fifty (**50**) points. The proposed cost will be used in the following formula to determine the points a Proposer will receive for the Cost Proposal:

$$\frac{\text{Lowest Cost of Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \times \text{Maximum Cost Points} = \text{Cost Proposal Points}$$

The apparent successful Proposer will be identified by the Proposal having the highest total points from Part One and Part Two.

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### End of Section



# RFP GENERAL REQUIREMENTS

## NONDISCRIMINATION

**1.1** No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State of Tennessee's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**1.2** The Owner has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations .

Buddy Lea, Acting Title VI Coordinator  
Department of Finance and Administration  
William R. Snodgrass Tennessee Tower, Suite 1200  
312 Eighth Avenue North  
Nashville, Tennessee 37243  
Telephone: (615) 741-6049

## ASSISTANCE TO PROPOSERS WITH A DISABILITY

**2.1** A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Schedule of Events.

## RFP COMMUNICATIONS

**3.1** Any verbal communications shall be considered unofficial and non-binding with regard to this RFP.

**3.2** Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the Owner by a deadline date shall not substitute for actual receipt of a communication or proposal by the Owner.

**3.3.** The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Schedule of Events.

**3.4** The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The Owner's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

**3.5** The Owner will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the Owner has received a Notice of Intent to Propose.

**3.6** Only the Owner's official, written responses and communications shall be considered binding with regard to this RFP.

**3.7** The Owner reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

**3.8** Any data or factual information provided by the Owner, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer shall either: (1) independently verify the information; or, (2) obtain the Owner's written consent to rely thereon.

## GENERAL RFP CONDITIONS AND CONTRACTING INFORMATION

**4.1 Waiver of Objections.** Each Proposer shall carefully review this RFP and all Attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Owner no later than the Written Comments Deadline detailed in the RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the Owner, in writing, by the Written Comments Deadline.

**4.2 RFP Amendment and Cancellation.** The Owner reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the Owner will convey such amendment to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, Attachments, and amendments. The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

## 4.3 Proposal Prohibitions and Right of Rejection.

**4.3.1** The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

**4.3.2** Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The Owner may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The Owner may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the Owner may reject such a proposal.

**4.3.3** A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

**4.3.4** A Proposer shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**4.3.5** A Proposer shall not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The Owner will reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Owner will consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The Owner will not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the Owner in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

**4.4 Waiver of Variances.** The Owner reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Owner waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the Owner may hold any Proposer to strict compliance with this RFP.

**4.5 Incorrect Proposal Information.** If the Owner determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

## **4.6 Proposal of Additional Services**

4.6.1 If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the Owner. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

4.6.2 The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information.

4.6.3 If a Proposer fails to submit a Cost Proposal as required, the Owner will determine the proposal to be non-responsive and shall reject the proposal.

## **4.7 Assignment and Subcontracting**

4.7.1 The Proposer awarded a contract pursuant to this RFP shall not subcontract, transfer, or assign any portion of the contract without the Owner's prior, written approval.

4.7.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the Owner and with the Owner's prior, written approval.

4.7.3 At its sole discretion, the Owner reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.7.4 Notwithstanding Owner approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

**4.8 Joint Ventures** If the Owner allows consideration of joint venture Proposals, and if a Proposer intends to submit a Proposal as a joint venture, then the following requirements shall apply:

4.8.1 For the purposes of this RFP, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFP.

4.8.2 Each joint venture participant shall meet the licensure requirements stated in the RFP.

4.8.3 Each joint venture participant shall meet the insurance requirements stated in the RFP.

4.8.4 Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The Owner will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Proposal in response to this RFP.

4.8.5 A sub-contractor to a Proposer is not a joint venture participant.

**4.9 Right to Refuse Personnel** At its sole discretion, the Owner reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

**4.10 Service Location and Work Space.** Management, performance, completion and delivery of the services pursuant to this RFP are to be as specified in the Pro Forma Contract. Working space on the Owner's premises may be available for contractor use in accordance with the pro forma contract or at the Owner's discretion.

**4.11 Proposal Withdrawal.** A submitted proposal can be withdrawn at any time up to the Proposal Deadline time and date detailed in the RFP Schedule of Events. To do so, a Proposer shall submit a written request, signed by a Proposer's authorized representative to withdraw a proposal.

After withdrawing a previously submitted proposal, a Proposer is eligible to submit another proposal at any time up to the Proposal Deadline.

**4.12 Proposal Errors and Amendments.** Each Proposer is liable for all proposal errors or omissions. A Proposer shall not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Schedule of Events unless such is formally requested, in writing, by the Owner.

**4.13 Proposal Preparation Costs.** The Owner will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

**4.14 Disclosure of Proposal Contents.**

4.14.1 Each proposal and all materials submitted to the Owner in response to this RFP shall become the property of the State of Tennessee.

4.14.2 Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, directly after credential proposals are opened by the Owner.

4.14.3 Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

4.14.4 By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

**4.15 Contractor Registration.** All service contractors with State of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the State is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

[www.state.tn.us/finance/rds/ocr/sprs.html](http://www.state.tn.us/finance/rds/ocr/sprs.html)

**4.16 Severability.** If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Owner and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**PROPOSAL EVALUATION**

**5.1 Evaluation Process.**

5.1.1 The proposal evaluation process is designed to award the contract to the Qualified Proposal having the highest total score.

5.1.2 The RFP Coordinator will use the Proposal and Evaluation Guide to manage the Credential Proposal Evaluation and maintain evaluation records.

5.1.3 The RFP Coordinator will review each Credential Proposal to determine compliance with general requirements (refer to Proposal and Evaluation Guide). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the general requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether:

- (1) the proposal meets requirements for further evaluation;
- (2) the Owner will request clarifications or corrections; or,

(3) the Owner will determine the proposal non-responsive to the RFP and reject it.

5.1.4 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Credential Proposal that appears responsive to the RFP.

5.1.5 Each Proposal Evaluation Team member will evaluate each proposal against the evaluation criteria in this RFP, and will assign values in accordance with the Proposal and Evaluation Guide.

5.1.6 The Owner reserves the right, at its sole discretion, to request Proposer clarification of a Credential Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion may be limited to specific sections of the proposal identified by the Owner. The subject Proposer shall submit any resulting clarification in writing as may be required by the Owner. (Also see RFP Cost Proposal section)

**5.2 Presentations – Interviews.** The Owner reserves the right to receive an oral presentation from, or conduct interviews with Proposers. Oral presentations and the number of firms interviewed are at the sole discretion of the Owner. Presentations or interviews will be scheduled by the Owner and included as a component of Credential Proposals.

**5.3 Cost Proposal Review.** After Credential Proposal evaluations are completed, (see Schedule of Events) the RFP Coordinator will open and review the Cost Proposals for each Proposer and use a Cost Proposal Summary and Scoring Guide to calculate and document the Cost Proposal scores.

5.3.1 The Owner reserves the right to ascertain the confidence of the cost amount as proposed, and/or the confidence that all work specified under this RFP can be accomplished for the cost amount as proposed without penalty to the Owner of additional cost, project time or quality.

5.3.2 If requested by the Owner, the Proposer shall be prepared to present evidence that a submitted Cost Proposal contains no clerical error, miscalculation, nor other mistake, and/or to provide other clarification of proposed costs submitted by the Proposer.

5.3.3 Upon notification by the Owner, the Proposer shall respond in writing with clarification details, cost breakdowns, or other specification as stipulated by the Owner. If the Proposer fails to provide such evidence, the Owner, at its own discretion, may determine the Proposal to be non-responsive and reject it.

5.3.4 Subsequent to such Cost Proposal review notification by the Owner, the Proposer may elect to withdraw its Proposal due to mistake, and request to withdraw. The request shall be in writing to the RFP Coordinator, delivered in person, by facsimile transmission, by overnight courier service, or by registered mail, postage prepaid. The request shall be made not later than twenty-four hours after the official time of notification by the Owner. Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date. The request for withdrawal shall acknowledge that the Proposer refuses to enter into a contract based on the submitted Cost Proposal. Any Proposer making such request shall be removed from consideration, and evaluation proceedings for the Proposal terminated.

**5.4 Non-Responsive Cost Proposal.** After opening Cost Proposals, should the Owner determine that a Cost Proposal is non-responsive and rejects the Cost Proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

**5.5 Evaluation Notice.** The Owner will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP

Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer. The Owner will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Schedule of Events.

**5.6 Closure of Evaluation.** The State Building Commission's action to approve a Proposer as contractor officially closes the evaluation process. Refer to the RFP Schedule of Events.

**5.7 Protest Process.** The Owner will allow seven (7) calendar days after the State Building Commission's action for consideration of protests from a Proposer. Written protests shall be submitted to the State Architect who will evaluate the merits of the protest. If the State Architect denies a protest, then the contract process proceeds.

**5.8 Appeal.** A Proposer may appeal its denied protest to the State Building Commission for further review. The appeal shall be submitted to the State Architect within seven calendar days of notification of a denied protest. State Building Commission determination of a protest is final action. If the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds. If, after review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFP cancellation or other resolution.

#### **CONTRACT AWARD & APPROVAL PROCESS**

**6.1 Contract Award Process.** The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency that will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The Owner reserves the right to make an award without further discussion of any proposal.

**6.2 Contracting Obligations.** The Proposer with the apparent best-evaluated proposal shall agree to and sign a contract with the Owner that shall be substantially the same as the *Pro Forma* Contract. The Owner reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the Owner's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

**6.3 Contract Signature Deadline.** The Proposer with the apparent best-evaluated proposal shall sign and return the contract drawn by the Owner pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the Owner may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

**6.4 Contract Approval.** The RFP and the contractor selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and Owner obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring State agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

**6.5 Contract Payments.** All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Pro Forma Contract). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

**6.6 Contractor Performance.** The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Owner. The Owner may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Owner may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Owner requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### **6.7 Contract Amendment.**

6.7.1 During the course of this contract, the Owner may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the Owner will provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the Owner and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment.

6.7.2 Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring State agency and must be approved by other State officials as required by State laws and regulations.

6.7.3 The Contractor shall not commence additional work until the Owner has issued a written contract amendment and secured all required approvals

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END OF RFP GENERAL REQUIREMENTS

## PROPOSAL PACKAGE COVER ATTACHMENT

### New Cabins Construction RFP

David Crockett State Park, Lawrence County, Tennessee

SBC # 126/033-01-2006

### *Tennessee Contractor License Information*

***Any blank spaces may cause Proposal to be unacceptable and rejected.***

*Provide State contractor license number, expiration date, and classifications  
for Proposer as applicable and in accordance with State licensing law.  
Provide all names as used for licensing or other legal transactions.*

#### **Proposer Identification:**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

#### **Tennessee Contractor License information:**

*Provide complete information if  
licensed, or circle:*

License Number \_\_\_\_\_ (Proposer Unlicensed)

License Classification(s) applicable to Project \_\_\_\_\_

License expiration date \_\_\_\_\_ \$( \_\_\_\_\_ )  
Dollar Limit

## PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

*The Proposer shall complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.*

**PROPOSER LEGAL ENTITY  
NAME:**

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION  
NUMBER:**  
(or Social Security Number)

**The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP *Pro Forma* Contract.
- 6) The Proposer shall provide a contract bond in accordance with the requirements of the RFP.

**SIGNATURE &  
DATE:**

## RELATED PROJECT HISTORY FORM

*Include project history form with submitted Proposal & Evaluation Guide, Section B,  
for Qualifications and Experience*

Name of Client: \_\_\_\_\_  
Company or Agency (Federal, State, Municipal, Other) procuring Services

Company or Agency: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_

***Client Representative knowledgeable about the Proposer's project work:***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project or Contract Number: \_\_\_\_\_

Project Location (City, State) \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Program/ Agency Name: \_\_\_\_\_

Amount of Proposer's Contract: \$ \_\_\_\_\_

Brief description of the project scope and service(s) provided:

**Attach additional pages as necessary**

**Use this form for submitting Proposer's example projects**

## CLIENT REFERENCE FORM

### Davy Crockett Cabins Best Value RFP

State of Tennessee

Proposers: Please instruct your Clients to open this Microsoft Word® form directly from the State website and save to their computer, or provide them this form as a Microsoft Word® 2003 file electronically.

<http://www.state.tn.us/finance/rpa/rfpad.html>

**Reference forms are due not later than the Proposal Deadline Date.**

This Microsoft Word® file is provided for convenience. The form is designed to be used on a computer. The response fields expand as text is entered.

Proposer's Client: Please record your responses in the fields that are provided. The fields automatically expand as needed. Mail OR Email your completed reference form to the RFP Coordinator. Include a letter of transmittal on company letterhead with your signature.

Address to:

Howard Symons, RFP Coordinator  
Division of Real Property Administration  
Suite 2200 W. R. Snodgrass Tennessee Tower  
312 Eighth Avenue North  
Nashville, Tennessee 37243-0299  
Email:Howard.Symons@state.tn.us

Proposer:

Proposed Project:

Reference Provider Name:

Referenced Project:

Position Title:

Company Name:

Telephone Number:

Email Address:

Date Reference Completed:

1. Describe the work/services that the Proposer's company did for you.

--

2. What was the time period (approximately) in which the services were provided?

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3. What is your overall opinion of the Proposer and the Proposer's staff?

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02 00 06



4. Discuss your satisfaction or dissatisfaction with the workmanship, technical abilities, professionalism, and interpersonal skills of the project managers and on-site technicians.

5. Describe any performance problems with the Proposer's personnel.

6. Discuss the Proposer's response to short lead-time, i.e., emergency or special requests.

7. Project completion. Please comment on assigned tasks being completed in compliance with the terms of the contract.

8. Project completion. Please comment on projects being completed on time and within budget.

9. Rate your level of satisfaction with both the appropriateness and quality of the work. Use a scale of one (1) to five (5), with one being "least satisfied" and five "most satisfied."

10. What are the main reasons you would procure this Proposer's services again?

Additional Comments:

# Proposal & Evaluation Guide Forms

## General Contractor Services - Best Value Type 2

### Sections A through C

#### PROPOSAL & EVALUATION GUIDE — SECTION A

<b>PROPOSER NAME:</b>		
<b>SECTION A — GENERAL BUSINESS REQUIREMENTS</b>		
<p>The Proposer shall address ALL General Business Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general business requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Credentials Proposal copies and Cost Proposal packaged separately.</li> <li>▪ Credentials Proposal contains NO cost data.</li> <li>▪ Proposer did NOT submit alternate proposals.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Proposal does NOT contain any restrictions of the rights of the Owner or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the General Business Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the Owner will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # <small>(completed by Proposer)</small>	General Business Items	Owner Use ONLY
		<b>Pass/Fail</b>
	<b>A.1</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.	
	<b>A.2</b> Responsive to Proposal Document organization layout. Section and subsections partitioned with tabbed separation sheets. Tabs are labeled accordingly.	
	<b>A.3</b> Provide a statement on the Proposer's experience at providing GC services. A Proposer, to be considered, must have a minimum of five (5) years of experience as a GC in providing services outlined in the Contract. If a Proposer is a joint venture firm, at least one joint venture party must have a minimum of five (5) years of said experience and other joint venture party or parties must have a minimum of three (3) years of said experience. If a joint venture, provide a history of this joint venture relationship.	
	<b>A.4</b> Insurance and Bonding: Provide a letter from an insurance/surety agency stating the Proposer's capability to provide insurance and bonding for this Project in accordance with the Owner's Designers' Manual (Conditions of the Contract).	
	<b>A.5</b> Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, telephone number, and e-mail address of the person the Owner should contact regarding the Proposal.	

**03 17 00**

	<b>A.6</b>	Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.	
	<b>A.7</b>	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years, and if so, an explanation providing relevant details.	
	<b>A.8</b>	Provide a statement of whether the Proposer or any of the Proposer's employees, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.	
	<b>A.9</b>	Provide a statement listing pending litigation against the Proposer; if such litigation exists, and attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	
	<b>A.10</b>	Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	<b>A.11</b>	Describe the Proposer organization's number of employees, type of client base, and location of offices.	
	<b>A.12</b>	Provide the following ratios for the Proposer covering the last three (3) years, calculated according to the generally accepted accounting principles: 1) Quick Ratio and 2) Debt / Worth. The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Proposer prior to the final award of the contract. If the requested documents do not support the financial stability of the Proposer the Owner reserves the right to reject the proposal.	
	<b>A.13</b>	Provide a list or chart presenting annual dollar workload volume inclusive of number of projects on a per year basis for the last five (5) years and indicate what percentage of such work are GC services.	
	<b>A.14</b>	Provide the Proposer's insurance experience modification rate for the last three (3) years.	

**End of Section A**

## General Contractor Services - Best Value Type 2

### PROPOSAL & EVALUATION GUIDE — SECTION B

<b>PROPOSER NAME:</b>		
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>		
The Proposer shall address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Proposal Page # <small>(completed by Proposer)</small>	Qualifications & Experience Items	Owner's Use ONLY
	<b>B.1</b> Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.	
	<b>B.2</b> Provide the following information: <ul style="list-style-type: none"> <li>a. A summary description of three projects of similar scope and complexity that are under construction or have been completed or substantially completed by the Proposer as a GC within the last seven (7) years. The information for each project shall include specific details on the extent of services provided by this Proposer. A Related Project History Form is provided for the Proposer's use in compiling and presenting this information.</li> <li>b. Arrange for written references to be sent directly to the RFP Coordinator by the referee. Provided references shall report on current or recently completed projects of similar type, scope and complexity. A Client Reference Form is provided for your referee's use in compiling and presenting their information. The Owner reserves the right to contact references as well as any other source available.</li> </ul>	
	<b>B.3</b> Provide the following information: <ul style="list-style-type: none"> <li>a. A list of current projects to which the Proposer is presently committed, and both the dollar volume and time frame for each, and what services are being provided.</li> <li>b. A list of all current contracts with the State of Tennessee, and all State of Tennessee contracts completed within the previous five (5) year period.</li> </ul>	
	<b>B.4</b> Sustainable Design. <ul style="list-style-type: none"> <li>a. Provide a statement on the Proposer's familiarity and experience with sustainable design practice in general, including the "LEED Rating System."</li> <li>b. Specifically address experience as may pertain to the Project's building type(s).</li> <li>c. Specifically address experience as may pertain to systems, materials, design elements, and other building and site features required in the construction documents for the Project.</li> </ul>	
	<b>B.5</b> Provide the following:  A statement on the Proposer's familiarity and experience with "Partnering" and inter-discipline interaction and contribution throughout the construction phase.	

	<p><b>B.6</b> Provide the following:</p> <p>a. Résumés of key personnel who shall be assigned by the Proposer to perform duties or services under the Contract. The résumés shall detail each individual's title, education, current position with the Proposer, and employment history, and experience highlighting projects of similar scope and complexity that are under construction or have been substantially completed of completed.</p> <p>On the page opposite to the résumé of each individual, please show the corporate organizational chart for this Contract illustrating lines of authority and where this person is positioned. Such personnel shall include, but not be limited to, the Senior Project Executive or Administrator, Project Manager, Scheduler, Project Engineer, LEED Accredited Professional, Field Superintendent(s), Closeout Coordinator, and other key personnel who may be required.</p> <p>A principal-in-charge (by whatever name called) shall also be named in key personnel but who may not be exclusively assigned to this Project.</p> <p>b. Provide a reference (an owner representative) from each of the last three projects that the Project Manager and the Superintendent were assigned. Provide a contact name, address, telephone number, email address, and project name and location for each reference. The Owner reserves the right to contact references given as well as any other source available.</p>	
	<p><b>B.7</b> Diversity Information: It is the policy of the State of Tennessee to include diversity in its contractual relations with commercial firms. Proposers that presently demonstrate and embrace diversity within their programs and policies are assisting the Owner achieve its goals in building a marketplace more reflective of the community within this State.</p> <p><b>B.7.1</b> Proposers shall provide descriptions and information of their present participation in diversity through: 1) business strategy, 2) business relationships, and 3) workforce.</p> <p>(Note: Business relationships include but are not limited to partnering, subcontracting, contracts with materials and equipment suppliers, and special technical or professional services the Proposer procures in order to satisfy contractual obligations.)</p> <p><b>B.7.2</b> Diversity Documentation shall detail:</p> <p>a. A description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability, and small business enterprises, both on past and current contracts awarded.</p> <p>b. A listing of Proposer's current contracts with business enterprises owned by women, persons with a disability, minorities, and small business enterprise firms, including:</p> <ol style="list-style-type: none"> <li>1) Contract description and total value;</li> <li>2) Relevant ownership characteristics (i.e., by gender, noting ethnicity and disability);</li> <li>3) Contact person and telephone number.</li> </ol> <p>c. In a contract awarded to the Proposer pursuant to this RFP, provide an estimate of the level of participation of business enterprises owned by small business firms, persons with a disability, women, and minorities, including the following information:</p>	

	<p>1) Participation estimate (this is expressed as a percent of the total contract value that will be dedicated to business with anticipated subcontractors, anticipated supply contractors, or other anticipated technical or professional business relationships having such ownership characteristics),</p> <p>d. The percent of the Proposer's current employees listed by gender, noting ethnicity and disability.</p> <p>(Note: Proposal evaluation will recognize the positive qualifications and experience of Proposers utilizing small businesses, women-owned businesses, minority-owned businesses, and businesses owned by persons with a disability, as well as a diverse workforce, in their Proposal to meet the Owner's service needs.)</p>	
<i>(Maximum Section B Assigned Points = 30)</i>		
<b>SCORE (for all Section B items above, B.1 through B.7):</b>		

**End of Section - B**

## General Contractor Services - Best Value Type 2

### PROPOSAL & EVALUATION GUIDE — SECTION C

<b>PROPOSER NAME:</b>		
<b>SECTION C — PROJECT APPROACH</b>		
The Proposer shall address ALL Project Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Proposal Page # <small>(completed by Proposer)</small>	Project Approach Items	Owner's Use ONLY
	<b>C.1</b> Provide a brief, descriptive statement indicating the Proposer's approach to delivering the services sought under the RFP.	
	<b>C.2</b> Provide a statement of how the Proposer intends to address all major design disciplines (civil, architectural, structural, mechanical, plumbing, and electrical) for construction phase services.	
	<b>C.3.</b> If subcontractors are to be used, to provide the names and mailing addresses of the subcontractors, and a description of the scope and portions of the work the subcontractors will perform.	
	<b>C.4</b> Provide the following: A statement on the Proposer's intended approach to "Partnering." Explain the process for this activity during the construction phase. All cost related to this process will be the responsibility of the GC.	
	<b>C.5</b> Provide a comprehensive narrative, captioned "Project Staffing Plan," that illustrates how the Proposer will staff. This Plan shall include the proposed management team, including information on its sources of labor, skill training, and safety training capabilities. The Plan shall include: <ul style="list-style-type: none"> <li>a. Identity of the Proposer's project management team which cannot be substituted without written approval of the Owner. The Proposer's project management team which includes, at a minimum, the proposed Project Team from Section B, and other technical personnel of the Proposer in relation to their role in the project. With the project management team list, the Proposer shall provide résumés, or reference included résumés, of the listed personnel.</li> <li>b. Proposer's staffing for this particular project that is indicative of their ability to provide professional management and craft personnel.</li> <li>c. The amount of time (in percentage) that each key person will be committed to this Project during the construction phase, and who will be responsible for the following services and overall project management.               <ul style="list-style-type: none"> <li>1) List all personnel committed by the Proposer to attend the project and progress meetings, responsible to advise and contribute information throughout construction.</li> <li>2) List all personnel committed by the Proposer responsible for Construction administration, procurement, coordination of trade contractors, vendors, suppliers, safety, quality control/inspections, shop drawing process/review, change order process/review, claims resolution, schedule control, and payment process/approval.</li> </ul> </li> </ul>	

	<b>C.6</b>	Provide an estimate of projected manpower needs for the project and describe how those needs will be met.	
	<b>C.7</b>	Provide a statement of the Proposer's capability to recruit, deploy and retain sufficient numbers of qualified construction personnel for its own firm and its prelisted subcontractors, identifying labor supply sources, project staffing sources proposed for the project and the reliability of such sources for providing an ample supply of properly qualified, trained personnel in all applicable trades and crafts.	
	<b>C.8</b>	Identify major subcontractors as required by the RFP and indicate projects (preferably those listed under "experience") where they have successfully collaborated.	
	<b>C.9</b>	Provide a brief descriptive summary as to the Proposer's approach to the following items: a. Project Tracking/Reporting: Describe your firm's approach and procedures for project tracking and reporting, including scheduling, and accounting. Name the software used. Provide an example of a progress report. b. Request for Information, Request for Proposals, change orders, and shop drawings: Describe your firm's approach to handling, tracking and reporting these documents to ensure accuracy and timeliness. c. Close Out Phase: Describe your firm's approach and procedures for Close Out Phase activity, inclusive of Electronic As-Builts (Record Drawings) by contractors, Warranty Phase, and working with the Owner's Commissioning Agent.	
	<b>C.10</b>	Quality Control: Describe how your firm implements quality control throughout pre-construction and construction phases.	
<i>(Maximum Section C Assigned Points = 20)</i>			
<b>SCORE (for all Section C items above, C.1 through C.10):</b>			



## **COST PROPOSAL**

The Cost Proposal for this RFP is submitted as a sealed bid. A copy of the standard RPA Bid Envelope is included for demonstration only, and is provided as an exhibit. The actual proposed cost shall be submitted in either a Standard RPA Bid Envelope available from the project's Designer, or the Proposer's own envelope which must contain all information indicated per the RPA Bid Envelope, and which must be filled in completely and submitted as the Cost Proposal in response to this RFP.

The Proposer submitting the lowest cost will be awarded the maximum allowable points for Cost Score.

The Proposer must sign and date the submitted Cost Proposal.

The Cost Proposal amount submitted in the Bid Envelope is confidential and a component of the Proposer's total score, therefore the opening of the Cost Proposal will not be conducted as a public opening.

Information on the results of this RFP will be available for public review in accordance with the RFP Schedule of Events.

# Bid

to the State of Tennessee



For the Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Designer: \_\_\_\_\_

Time: \_\_\_\_\_

Date: \_\_\_\_\_

**Any blank spaces may cause bid to be unacceptable and rejected.**

Provide state contractor license number, expiration date, and classifications for Bidder and listed subcontractors, as applicable.  
Provide all names as used for licensing or other legal transactions.

## Bidder Identification:

Bidder \_\_\_\_\_

Address \_\_\_\_\_

## Tennessee Contractor License information:

Provide complete information if licensed, or circle:

License Number \_\_\_\_\_

(Bidder Unlicensed)

License Classification applicable to Project \_\_\_\_\_

License expiration date \_\_\_\_\_

\$(

Dollar Limit

## Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)

- If any work, regardless of dollar value, is required for subcontractor category, list subcontractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.
- If no work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).
- If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write name.

### Plumbing

Name	License Number	Expiration Date	Classification
Note: This space <u>must</u> be filled in or the bid may not be opened.			

### HVAC

Name	License Number	Expiration Date	Classification
Note: This space <u>must</u> be filled in or the bid may not be opened.			

### Electrical

Name	License Number	Expiration Date	Classification
Note: This space <u>must</u> be filled in or the bid may not be opened.			

This Bid Envelope approved for public opening \_\_\_\_\_

Signature of Designer or their representative

RPA BID ENVELOPE, Revised November 20, 2001  
FA-0598 REV. 4/02

04 17 00

# RFP

## PROPOSAL SCORE SUMMARY MATRIX FORMAT

	Qualification & Experience Maximum Allowable Points						Project Approach Maximum Allowable Points						Q&E+T			
Evaluator	1	2	3	4	5	Median	1	2	3	4	5	Median	Total Q&E+T	Normalized Q&E+T	Cost Score	Total
Proposer																
Proposer A																
Proposer B																
Proposer C																
Proposer D																
Proposer E																
Proposer F																

The Median of the scores of all evaluators for the Q&E+T will be totaled and then the scores will be normalized to give the highest Proposer raw score the Maximum allowable points. The formula is:

$$\frac{\text{Proposers Median Score Total Q\&E+T}}{\text{Highest Median Score Total Q\&E+T}} \times \text{Maximum Points}$$

The Cost Proposal containing the lowest cost will receive the maximum score allowable points  
The formula is:

$$\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \times \text{Maximum Points}$$

The highest Total Score will be determined to be the apparent best-evaluated Proposer, subject to the requirements of this RFP.

\_\_\_\_\_  
RFP Coordinator

\_\_\_\_\_  
Date

**05 00 01**

## Real Property Administration

**ARTICLE 1**  
**THE WORK AND THE CONTRACT DOCUMENTS**

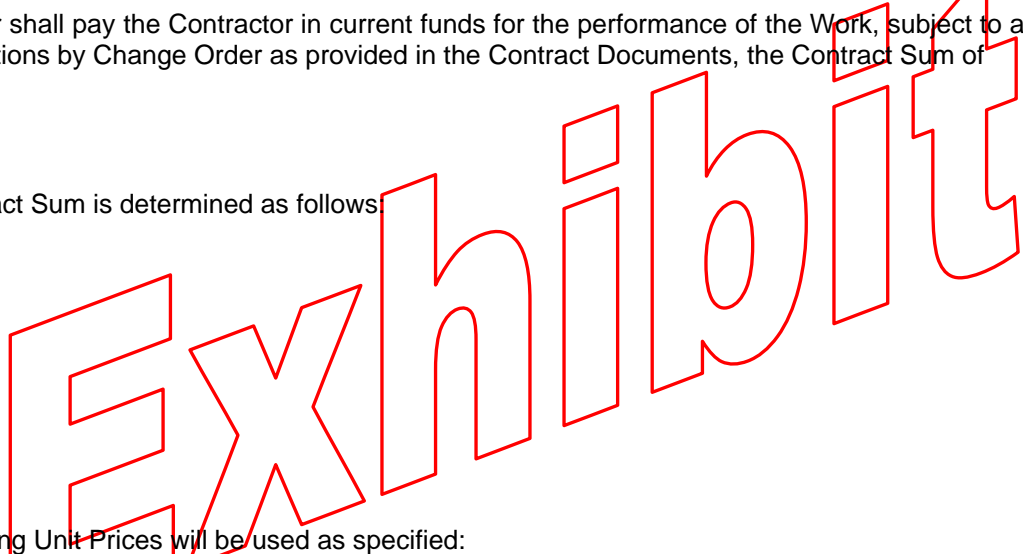
- 1.1** The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

EXHIBIT

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 2.1** The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed;  
and, subject to authorized adjustments, Substantial Completion shall be achieved
- 2.2** Liquidated Damages, as set forth in paragraph 9.12 of the Supplementary Conditions, are

**ARTICLE 3**  
**CONTRACT SUM**

- 3.1** The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of
- 3.2** The Contract Sum is determined as follows:
- 3.3** The following Unit Prices will be used as specified:
- 

This Agreement entered into as of the day and year first written above as witnessed:

**BY CONTRACTOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AND BY OWNER: STATE OF TENNESSEE**

**APPROVED:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**END of AGREEMENT FORM** for the Project titled:

**00 52 13**

**CONTRACT BOND**  
**TENNESSEE STATE BUILDING COMMISSION STANDARD FORM**

**BOND NO.** \_\_\_\_\_

**Know all men by these presents:** that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**But the condition of the foregoing obligation or bond is this:**

**Whereas,** the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

**07 00 01**



**Now, therefore,** if the Principal shall fully and faithfully perform all undertakings and obligations under the contract herein before referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**And** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

**In witness whereof** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed in \_\_\_\_\_ counterparts.

**Witness:**

\_\_\_\_\_  
(name of Principal)

\_\_\_\_\_  
(name of Surety)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(signature of Attorney-in-fact)

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(name of Attorney-in-fact)

\_\_\_\_\_  
(title of signatory)

\_\_\_\_\_  
(Tennessee license number of Agent or Attorney-in-fact)

\_\_\_\_\_  
(countersignature of resident Agent  
if not same as Attorney-in-fact)

*Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.*

Combined Request and Decision form for

# Wage Determination

Request made by		
<i>Name of person</i>	Anne Martin	
<i>Title</i>	Director	
<i>Department, Agency, or Bureau</i>	Real Property Admin. Finance & Administration	
<i>Address, phone, fax</i>	312 Rosa Parks Blvd., Suite 2200 Nashville 37243 (615) 741-0562 (615) 741-2335	
<i>Date of request</i>	<i>Date of Advertisement</i>	<i>Supersedes Decision</i>
6/27/08	7/02/08	n.a.

If Work is in multiple building rates regions, then a separate request is required for each region; and, if in multiple counties within a region, then all counties within each region must be listed.

The Project		
<i>City</i>	<i>State</i>	<i>County</i>
Lawrenceburg	TN	Lawrence
<i>Project Identification</i>		
New Cabins @ David Crockett State Park		
SBC Project No. 126/033-01-2006		
<i>Brief Project Description</i>		
Using an RFP for "Best Value" construct eight cabins certified under LEED for Homes.		

Decision rendered by
State of Tennessee Dept. of Labor and Workforce Development Labor Standards Division 404 James Robertson Parkway, Suite 1606 Nashville, Tennessee 37243-0657

Wage Determination	
Decision Number	<b>T-32365</b>
Building Rates	<input checked="" type="checkbox"/> Apply <input type="checkbox"/> Do not apply
Highway Rates	<input type="checkbox"/> Apply <input checked="" type="checkbox"/> Do not apply
<i>Report to</i>	
THOMAS HAMLETT, INSPECTOR DEPT OF LABOR & WORKFORCE DEV <b>DIVISION OF LABOR STANDARDS</b> 220 FRENCH LANDING DRIVE NASHVILLE, TN 37243-1002	
<i>Date assigned</i>	<i>Assigned by</i>
07/01/08	Mary Ellen Grace

The project identification and brief project description given herein shall not act to define, expand, or limit the Work required by the Contract Documents. Such information provided herein is intended only as information to the Department of Labor and Workforce Development. No other use or interpretation is intended.

07 00 02